

May 31, 2019

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PRELIMINARY STATEMENT

Regarding the “Notice of Potential Liability and Request for Information Pursuant to Sections 107(a) and 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675, relating to the PROTECO Site in Peñuelas, Puerto Rico” we need to state the following:

Betteroads Asphalt LLC, formerly Betteroads Asphalt Corporation (hereinafter “Betteroads” or “the Corporation”) bought the principal parcel of land from PPG Industries, 36 years ago. The “Uniform Hazardous Waste Manifest” submitted with the “Notice” relates to “Toluene contaminated Liquid from explosion and spill.” Betteroads has never managed Toluene, it is not part of its operations nor necessary for any aspect of the asphalt pavement production.

The documentations, records and operations logs from that date (34 years ago) are not available. Betteroads operations at the Guayanilla facility consisted of importing liquid asphalt, at that time and up to day, basically from Venezuela, and storing it in our tanks for later distribution among the asphalt plants in the Island. Also diesel was kept in the facility on a much lesser quantity as fuel for the equipment and to maintain the correct temperature on the storage tanks. All the operations were performed according the corresponding governmental permits issued.

ATTACHMENT B REQUEST FOR INFORMATION

1. Answer the following questions regarding the Company:
 - a. State the correct legal name and mailing address for the Company;

Betteroads Asphalt, LLC., formerly, Betteroads Asphalt Corporation

PO BOX 21420, SAN JUAN, PR 00928-1420 TELS (787) 760-1094 / 764-1000 / 765-1234 FAX (787) 748-6720 / 758-7508 / 282-6408

MEMBER



Quality is not an accident, it is the aim of our people.

mailing address: P.O. Box 21420, San Juan, Puerto Rico 00928

b. State the name(s) and address(es) of the President, Chief Executive Officer, and the Chairman of the Board (or other presiding officer) of the Company;

Mr. Arturo Díaz Márquez, President and Chief Executive Officer of the Corporation until October 30, 2012, thereafter, Mr. Jorge Luis Díaz Irizarry assumed those positions up to now. My address is as stated before.

c. Identify the state/commonwealth and date of incorporation of the Company and
the name of its agents for service of process in the state/commonwealth of incorporation and in Puerto Rico, if different; and

Commonwealth of Puerto Rico. Mr. Jorge Luis Diaz Irizarry, President and CEO.
See answer to d, below.

d. Identify any successor corporations, predecessor corporations, or other entities related to the Company. If the Company is or was a subsidiary or affiliate of another corporation or other entity, identify each of those other entities' Chief Executive Officers, Presidents, and Chairpersons of the Board. Identify the state/commonwealth of incorporation and agents for service of process in the state/commonwealth of incorporation and in Puerto Rico, if different, for each entity identified in your response to this question.

The Corporate history is as follows: On 24 January 1954 Mr Arturo Díaz Marquez created Arturo Díaz Inc. On 25 Oct. 1957 the name of the entity was changed to Betteroads Asphalt Corp. In 1983 Betteroads Asphalt purchased the tank farm and terminal located in Guayanilla, Puerto Rico. Effective July 1st, 2014 Betteroads Asphalt Corporation converted its juridical structure to a limited liability Corporation as per Art. 19.16 of Law Núm. 164 of 2009, known as "La Ley General de Corporaciones de 2009". Its commercial name changed to Betteroads Asphalt, LLC.

The sole owners of the Corporation were Mr. Arturo Díaz Márquez and his wife Mrs. Judith Irizarry Morales.

On Sept. 4, 2012 Mrs. Judith Irizarry Morales passed away and on Oct. 30, 2012, Mr. Arturo Díaz Márquez also passed away. Their heirs conditionally accepted the inheritance on a "Beneficio the Inventario" basis (Benefit of Inventory). To this date the Benefit of Inventory proceedings have not terminated.

The corporation continues the operation of the Guayanilla facilities.

2. State the corporate history of the Company, including all name changes and mergers. List all names under which the Company has operated and has been incorporated.

a,b,c

See 1. d, above.

3. Identify all changes in ownership relating to the Company from its date of incorporation to the present, including the date of any ownership change. If any owner was/is a corporation, identify if the corporation was a subsidiary or division of another corporation. In your identification of any corporation, it is requested that you provide the full corporate name, the state/commonwealth of incorporation, and all fictitious names used/held by that corporation.

See 1.d, above.

4. For each owner that is a subsidiary of another corporation identified in your answer to Request #3, above, please provide a chart that details the corporate structure from that other company through all intermediary entities to the ultimate corporate parent. For purposes of this information request, the term "ultimate corporate parent" means the corporate entity that, while owning or controlling the majority of the shares of common stock in a subsidiary corporation, is not primarily owned/controlled by another corporation.

See 1.d, above.

5. Provide copies of the Company's authority to do business in Puerto Rico. Include all authorizations, withdrawals, suspensions, and reinstatements.

Department of State, Registry of Corporations

6. State the dates during which the Company owned, operated, or leased any portion of the Facility, and provide copies of all documents evidencing or relating to such ownership, operation, or lease, including but not limited to purchase and sale agreements, deeds, leases, etc.

Betteroads acquired from PPG, a parcel of land consisting of 25,686.999 square mts. ("Guayanilla facilities"), on Aug 9, 1983. On Sept. 15 1993 it acquired from Demaco Corporation 1,777.735 mc and grouped the two properties. It has a joint lease contract (Demaco/Betteroads) of the pier facilities with the Commonwealth Ports Authority. It is our understanding that the incident referred in the Notice occurred in the property owned by Demaco and acquired by Betteroads in 1993.

7. Indicate whether the Company has ever operated at a location other than the Facility. If yes, provide the correct names and addresses of the Company's other facilities where the Company carried out its operations.

The type of operations conducted by Betteroads at the Guayanilla facility were solely conducted at that facility (import, storage and distribution of liquid asphalt). Betteroads operated several asphalt mixing plants where asphalt pavement was produced for the pavement of roads along the Commonwealth of Puerto Rico.

8. Describe in detail the nature of the business and the operations conducted at the Facility and at any locations identified in response to Request #7, above, during the period that the Company operated there. Provide a brief description of the Company's operations at each facility, including the following:

The operation at the Guayanilla facilities consisted in receiving, storage and distribution of liquid asphalt. Besides heating by diesel to maintain adequate viscosity, no industrial, chemical, or institutional processes and/or treatments are undertaken at the facility. Definitively Betteroads has never used in its processes "toluene", nor "hexane" nor "varsol", mentioned in the "Waste Manifest" dated 03/15/85.

- a. The date such operations commenced and concluded; and
- b. The types of work performed at each facility, including but not limited to the industrial, chemical, or institutional processes and treatments undertaken at each facility.

At Guayanilla, since 1983. See 7 & 8 above.

9. Describe how the Company came to possess the hazardous substances that came to be located at the Site.

The company buys in the international market the liquid asphalt necessary to produce the asphalt pavement mix to be used in the roads in Puerto Rico. Besides the liquid asphalt and in a smaller scale, diesel, no other hazardous material was nor is used. As explained in 6 above, Demaco Corp. was the owner where incident occurred.

10. List all hazardous substances used, generated, treated, stored, disposed of, manufactured, recycled, recovered, treated, or otherwise processed during the Company's operations at the Facility.

Liquid Asphalt and diesel.

11. List and fully describe all waste streams generated from the Company's operations, including solid, liquid, or any other type of waste.

None

12. Describe in detail the handling, storage, and disposal practices employed by the Company for each waste stream resulting from the Company's operations.

See 11, above.

13. Identify all individuals who had responsibility for the Company's environmental and waste management decisions between 1975 and 1999 (e.g., responsibility for decisions regarding the disposal, treatment, storage, recycling, or sale of the Company's hazardous substances, hazardous wastes, and industrial wastes).

We bought the facility on 1983 and the Demaco parcel on 1993. The person in charge of the operations for the corporation for the rest of the period was Eng. Ottmar Chávez, Executive Vice-President. The Operations Vice-President was Eng. José M. Toraño and the person in charge of environmental and permits matters was Eng. Radamés Torres. All retired and/or no longer related to Betteroads.

a. Provide each such individual's job title, duties, dates performing those duties, supervisors for those duties, current position, and if applicable, the date of the individual's resignation or termination.

b. Provide the nature of the information possessed by each such individual concerning the Company's waste management.

See 13, above.

14. For each type of hazardous substance, hazardous waste, and industrial waste used or generated by the Company, describe the Company's agreements or other arrangements for its disposal, treatment, storage, recycling, or sale.

a. Provide any agreement and document, including waste logs, journals, manifests, or notes, related to any transfer of hazardous substances, hazardous wastes, and industrial wastes from the Company's Facility that came to be located at the Site.

b. Provide all correspondence and written communications between the Company and each owner/operator of the Site regarding the Company's hazardous substances, hazardous wastes, and industrial wastes that came to be located at the Site.

See 9, above.

15. Provide agreements and documents related to the following, including waste logs, journals, manifests, or notes, as set forth below:

- a. The locations where the Company sent each type of hazardous substance, hazardous waste, and industrial waste for disposal, treatment, or recycling;
- b. List all Waste Transporters used by the Company;
- c. For each type of hazardous substance, hazardous waste, and industrial waste, specify which Waste Transporter picked it up;
- d. For each type of hazardous substance, hazardous waste, and industrial waste, state how frequently each Waste Transporter picked up such waste;
- e. For each type of hazardous substance, hazardous waste, and industrial waste, provide the volume picked up by each Waste Transporter (per week, month, or year);
- f. For each type of hazardous substance, hazardous waste, and industrial waste, identify the dates (beginning & ending) such waste was picked up by each Waste Transporter;
- g. Indicate the ultimate location for each type of hazardous substance, hazardous waste, and industrial waste. Provide all documents indicating the ultimate disposal/recycling/treatment location for each type of hazardous substance, hazardous waste, and industrial waste;
- h. Describe how the Company managed pickups of each hazardous substance, hazardous waste, and industrial waste including but not limited to:
 1. The method for inventorying each type of hazardous substance, hazardous waste, and industrial waste;

11. The method for requesting each type of hazardous substance, hazardous waste, and industrial waste to be picked up;

111. The identity of the Waste Transporter employee/agent contacted for pickup of each type of hazardous substance, hazardous waste, and industrial waste; and

1v. The amount paid or the rate paid for the pickup of each type of hazardous substance, hazardous waste, and industrial waste;

1. Identify the individual or organization that selected the location where each of the Company's wastes were taken. Describe the basis for and provide any documents supporting the answer to this Request.

See 6, 7, 8 and 9, above. Furthermore, regarding the "Uniform Hazardous Waste Manifest" dated 03/15/85 we don't recognize the persons identified in it. We cannot even recognize if the document was prepared by Betterroads representatives or personnel. We don't have any recollection of contracting any individual or organization for handling on Betterroads behalf any hazardous waste as long the

company doesn't generate them.

16. If not already provided, specify the dates and circumstances when the Company's hazardous substances, hazardous wastes, and/or industrial wastes were sent, brought, or moved to the Site, and identify the names, addresses, and telephone numbers of the person(s) making arrangements for the containers (e.g., 55-gallon drum, dumpster, etc.) holding hazardous substances, hazardous wastes, and/or industrial wastes to be sent, brought, or transported to the Site. Please also provide all documents that support or memorialize the answer to this Request.

See 15, above.

17. Identify, describe, and provide all documents that refer or relate to the following:

- a. The nature, including the chemical content, characteristics, physical state (e.g., solid, liquid), and quantity (volume and weight) of all hazardous substances, hazardous wastes, and industrial wastes involved in each arrangement transferring materials from any facility owned or operated by the Company (including the Facility) to any other facility;
- b. In general terms, the nature and quantity of the non-hazardous substances involved in each such arrangement;
- c. The hazardous substances being mixed or combined with other hazardous substances or non-hazardous substances for each such arrangement. Indicate whether such mixing or combining is common in the industry. Indicate whether the Company was ever asked to stop mixing or combining the hazardous substances with the non-hazardous substances;
- d. Other materials other than the hazardous substances that were involved in the transaction;
- e. The condition of the transferred material containing hazardous substances when it was stored, disposed of, treated, or transported for disposal or treatment;
- f. The markings on and type, condition, and number of containers in which the hazardous materials were contained when they were stored, disposed, treated, or transported for disposal or treatment; and
- g. All tests, analyses, analytical results, and manifests concerning each hazardous substance, hazardous waste, and industrial waste involved in each transaction.

Include information regarding who conducted the test and how the test was conducted (batch sampling, representative sampling, splits, composite, etc.).

See 15, above.

18. Indicate how long the Company has had a relationship with the owner(s) and/or operator(s) of the Site.

None to my knowledge.

19. Identify any individuals, including former and current employees, who may be knowledgeable of the Company's operations and practices concerning the handling, storage, and disposal of hazardous substances.

Except for liquid asphalt and diesel, as explained before, no hazardous materials are handled in the facility. The person in charge of the facility is Mr. Mario Emanuelli.

20. Please provide all documents, if not already requested above, that support your responses to Requests #1 - #19, above.

It is hereby submitted.

21. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:

- a. The Company's document retention policy between 1975 and 2018;
- b. A description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction;
- c. A description of the type of information that would have been contained in the documents;
- d. The name, job title, and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents, the person(s) who would have been responsible for the destruction of these documents, and the person(s) who had and/or still may have the originals or copies of these documents; and
- e. The names and most current address of any person(s) who may possess documents relevant to this inquiry.

Not available.

22. Please provide copies of the Company's financial statements, shareholder's reports, financial audits, or other financial reports showing its assets, profits, liabilities, and current financial status for the last five years.

Not available.

23.

List and provide a copy of all agreements or contracts, including but not limited to insurance policies and indemnification agreements, held or entered into by the

Company or its parent corporation(s), subsidiary, or subsidiaries that could indemnify it against any liability that it may have under CERCLA for releases or threatened releases of hazardous substances at and from the Facility. In response to this Request, please provide not only those insurance policies and agreements that currently are in effect, but also provide those that were in effect during the period(s) when any hazardous substances, hazardous wastes, and/or industrial wastes may have been released or threatened to be released into the environment at or from the Facility.

None to my knowledge.

24. State whether any claim or claims have been made by the Company to any insurance company for any loss or damage related to operation at the Site, and if so, identify each claim by stating the name of the claimant, the name and address of the insurance company, the policy number, the named insured on the policy, claim number, date of claim, amount of claim, the specific loss or damage claimed, the current status of the claim, and the amount, date, and recipient of any payment made on the claim.

None to my knowledge.

25. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

None to my knowledge.

26. State the name, title, and address of each individual who assisted or was consulted in the preparation of the response to this Request for Information. In addition, state whether this person has personal knowledge of the information in the answers provided.

Marisel Rivera, Comptroller; Ariel Marrero, Counsel. They both can be reached at the address mentioned before.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State/Commonwealth of PUERTO RICO

County/Municipality of CAROLINA

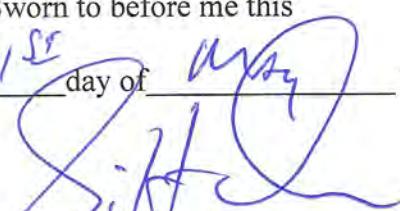
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

JORGE L. DIAZ
NAME (print or type)

PRESIDENT & CEO
TITLE (print or type)


SIGNATURE

Sworn to before me this
31st day of May, 2019.


Notary Public





Registry of Corporations and Entities

Corporations and Entities**CORPORATION INFORMATION** [/Help/Help_en.htm#CORPINFO](#)[Search \(/CorporationSearch.aspx\)](#)[Create / Authorize](#)[\(/CreationFilings/NameAvailability.aspx\)](#)[Amend \(/CorporationSearch.aspx?m=ca\)](#)[Dissolve / Withdraw](#)[\(/CorporationSearch.aspx?m=dis\)](#)[Convert \(/CorporationSearch.aspx?m=cnv\)](#)[m=ca\)](#)[Merge / Consolidate](#)[\(/Mergers/Selection.aspx\)](#)[Restore \(/CorporationSearch.aspx?m=rst\)](#)[m=rst\)](#)[Reserve Name](#)[\(/NameReservation/Prep.aspx\)](#)**Annual Filings**[2018 Annual Report](#)[\(/AnnualReportStart.aspx\)](#)[2018 Annual Report Extension](#)[\(/AnnualReportStart.aspx?m=ext\)](#)[2018 LLC Fees](#)[\(/AnnualReportStart.aspx?m=ad\)](#)[LLP Renewal](#)[\(/CorporationSearch.aspx?m=lr\)](#)[Prior Years](#)[\(/CorporationSearch.aspx?m=pyf\)](#)**Certificates**[Order Good Standing](#)[\(/CorporationSearch.aspx?m=oc\)](#)[Order Existence](#)[\(/CorporationSearch.aspx?m=oce\)](#)[Validate \(/Validate/Default.aspx\)](#)I want to:

Details	Articles	Annual Filings	Certificates
General Information			
Name	BETTERROADS ASPHALT, LLC		
Register No.	4262	Status	ACTIVE
Class	Limited Liability Company		
Type	For Profit	Jurisdiction	Domestic
Resident Agent			
No records on file			

pedí Primera Copia Certificada a Petición de Betteroads Asphalt Corp., través de don Ottmar Chávez Vidal hoy 15 de Septiembre de 1993.

FE.

El Notario

Folio número ciento cuarenta y seis (146)

NUMERO: VEINTIDOS (22)-----

SOBRE: SEGREGACION, COMPRAVENTA, AGRUPACION Y
PRESTACION DE SERVICIOS: -----

--En la ciudad de Ponce, Puerto Rico a los quince (15) días
del mes de septiembre de mil novecientos noventa y tres
(1993).-----

-----ANTE MI-----

--CESAR ARIEL HERNANDEZ COLON, Abogado y Notario
Público de esta Isla, con vecindad y oficina abierta en la
Calle del Sol Número Uno de la ciudad de Ponce,-----

----- COMPARCEN -----

--DE LA PRIMERA PARTE: DEMACO CORPORATION una
corporación constituida a tenor con las leyes del Estado
Libre Asociado de Puerto Rico, cuyo número de
identificación patronal es el sesenta y seis raya cero
cuarenta y cuatro raya cuatro mil trescientos cincuenta
(66-036-3961), aquí representada por su presidente don
Gennaro Dessa Fadda, mayor de edad, casado con Doña
Odette López Lotti, industrial y vecino de Ponce, Puerto
Rico, cuyo número de seguro social es el quinientos
ochenta y tres raya sesenta y cuatro raya nueve mil
trescientos treinta y cuatro (583-64-9334). A la
compareciente de esta parte se le denominará de aquí en
adelante "la Vendedora".-----

--DE LA SEGUNDA PARTE: BETTEROADAS ASPHALT
CORPORATION una corporación constituida a tenor con las
leyes del Estado Libre Asociado de Puerto Rico, cuyo
número de identificación patronal es el sesenta y seis
raya ochocientos veinte raya ocho mil novecientos trece
(66-820-8913), aquí representada por su vice presidente
ejecutivo don Ottmar Chávez Vidal, mayor de edad,
casado con Doña Judith Piñero Molina, industrial y vecino
de San Juan, Puerto Rico, cuyo número de seguro social es
el quinientos ochenta raya cuarenta y seis raya tres mil
quinientos setenta y tres (580-46-3573). A la



U. P. R.
1966

ABOGADO-NOTARIO

Folio número ciento cuarenta y siete (147)

2 compareciente de esta parte se le denominará de aquí en adelante "la Compradora".-----

DOY FE-----

--De conocer personalmente a los comparecientes, así como la doy, por sus dichos, de sus circunstancias personales. Los comparecientes me aseguran tener, y a mi juicio tienen, la capacidad legal necesaria para este otorgamiento y en consecuencia,-----

EXPONEN-----

--PRIMERO: La Vendedora es dueña en pleno dominio de un inmueble cuya descripción es la siguiente:-----

--SITE I:-----

--"RUSTICA: Parcela de terreno ubicada en los barrios Magas y Playa del término municipal de Guayanilla y en el barrio Tallaboa Poniente del término municipal de Peñuelas, con un área total de 679,854.4175 metros cuadrados. En lindes, por el Norte, con la nueva Carretera Estatal Número Dos; por el Sur, con la antigua Carretera Estatal Número Dos, la zona marítima de la Bahía de Guayanilla, terrenos de Mario Mercado e Hijos y terrenos de la Autoridad de los Puertos de Puerto Rico; por el Este, con terrenos de Mario Mercado e Hijos y la antigua Carretera Estatal Número Dos; y, por el Oeste, con la antigua Carretera Estatal Número Dos y terrenos de la Compañía de Fomento Industrial de Puerto Rico. Una porción de esta Parcela, colinda por el Norte, Sur y Este con la Parcela segregada propiedad de Betteroads Asphalt Corporation; y, por el Oeste, con terrenos de la Autoridad de los Puertos de Puerto Rico."-----

--Inscrita al folio one (1), del tomo 113 de Guayanilla, Sección II de Ponce, finca 3,847.-----

--TITULO Y CARGAS: La Vendedora adquirió dicho inmueble a título de compraventa según resulta de la escritura número veinticuatro (24) otorgada en San Juan, Puerto Rico el día veintinueve (29) de noviembre de mil novecientos ochenta y cuatro (1984) ante el Notario Angel R. Marrero.-----

--Está sujeta dicha finca a las siguientes cargas y gravámenes: a) servidumbre de paso a favor de la Autoridad de Energía Eléctrica de Puerto Rico, b)



A large handwritten signature "A.D.F." is written over the stamp, and below it, another signature "O.C.W." is written.

Folio número ciento cuarenta y ocho (148)

3 servidumbre de paso a favor de Air Products and Chemicals, Inc.; c) servidumbres de paso a favor de la finca número tres mil ochocientos setenta y siete (3,877) y d) servidumbre de paso a favor de la finca número tres mil ochocientos cuarenta y siete (3,847).-----

--SEGUNDO: SEGREGACION: Mediante resolución emitida el nueve (9) de julio de mil novecientos noventa y tres (1993) en el caso número Noventa y Tres guión sesenta y uno guión C guión cero cero nueve guión PPLS, (93-61-C-009-PPLS) la Administración de Reglamentos y Permisos autorizó a la compareciente de la primera parte a segregar una porción de la finca antes descrita con cabida de MIL SETECIENTOS SETENTA Y SIETE METROS CUADRADOS CON SETECIENTAS TREINTA Y CINCO MILESIMAS DE OTRO (1,777.735 M.C.). En virtud de dicha autorización, la compareciente de la primera parte separa de la finca denominada Site I descrita en el expositivo primero, con el propósito de venderlo a la compareciente de la segunda parte, un predio cuya descripción es la siguiente: -----

----"RUSTICA: Parcela de terreno ubicada en el barrio Playa del término municipal de Guayanilla con un área de MIL SETECIENTOS SETENTA Y SIETE METROS CUADRADOS CON SETECIENTAS TREINTA Y CINCO MILESIMAS DE OTRO (1,777.735 M.C.). En lindes, por el Norte, por el Sur, y por el Este con terrenos de Betteroads Asphalt Corporation y por el Oeste, con terrenos de la Autoridad de los Puertos de Puerto Rico. --

--Luego de practicada la segregación, la descripción de la finca principal es la siguiente:-----

--"RUSTICA: Parcela de terreno ubicada en los barrios Magas y Playa del término municipal de Guayanilla y en el barrio Tallaboa Poniente del término municipal de Peñuelas, con un área total de 678,076.6825 metros cuadrados. En lindes, por el Norte, con la nueva Carretera Estatal Número Dos; por el Sur, con la antigua Carretera Estatal Número Dos, la zona marítima de la Bahía de Guayanilla, terrenos de Mario Mercado e Hijos y terrenos de la Autoridad de los Puertos de Puerto Rico; por el Este, con terrenos de Mario Mercado e Hijos y la antigua Carretera Estatal Número Dos; y, por el Oeste, con la



ADF
dev

Folio número ciento cuarenta y nueve (149)

⁴ antigua Carretera Estatal Número Dos y terrenos de la Compañía de Fomento Industrial de Puerto Rico."-----

--TERCERO: En el predio segregado antes descrito ubica un tanque de acero numerado mil veintiuno (1021) con una capacidad de diez mil (10,000) barriles propiedad de la Vendedora. La Vendedora y la Compradora han acordado la compraventa de la finca segregada que se describe en el expositivo segundo de esta escritura y han acordado que la Vendedora habrá de remover el mencionado tanque de dicha parcela y trasladarlo e instalarlo en otra finca propiedad de su propiedad. Las partes han acordado, además que la Compradora habrá de satisfacer los costos de las labores de remoción, traslado e instalación de dicho tanque. Las partes llevan a efecto tales acuerdos a través del presente otorgamiento sujeto a las claúsulas, términos y condiciones que a continuación-----

----- OTORGAN -----

--UNO: COMPROVANTE: La Vendedora vende, cede, enajena y traspasa a la Compradora la finca segregada descrita en el expositivo segundo de esta escritura con todos sus usos, derechos, servidumbres y títulos, sin reserva ni limitación alguna y, sin más acto que este otorgamiento, por este instrumento la pone en posesión de la misma para que ésta la posea y disfrute como su única y exclusiva dueña. La venta de esta propiedad se efectúa libre de cargas y gravámenes, excepto las servidumbres relacionadas en la sección de título y cargas de esta escritura, las que los Compradores asumen y aceptan. ----

--DOS: Constituye el precio de esta compraventa la suma alzada de DIEZ MIL DOLARES (\$10,000.00) que la Vendedora manifiesta haber recibido en su totalidad en esta fecha, pero con anterioridad a este acto y por la cual le expide a la Compradora la más eficaz carta de pago.----



ADT
OCV

Folio número ciento cincuenta (150)

--TRES: Las contribuciones territoriales sobre la finca objeto de esta compraventa correrán por cuenta de la Vendedora hasta la fecha de este otorgamiento y de aquí en adelante correrán por cuenta de la Compradora.-----

--CUATRO: La Vendedora se obliga al saneamiento por evicción de conformidad con el artículo Mil Trescientos Sesenta y Tres, inciso Uno, [1,363 (1)] del Código Civil de Puerto Rico [31 L.P.R.A. 3831 (1)]. La Compradora expresamente reconoce que la presente compraventa se efectúa en las condiciones en que se encuentra el inmueble objeto de la misma y que la Vendedora no ha hecho representación o garantía alguna respecto a la condición del inmueble o su aptitud para ser usado para cualquier propósito en particular ni la Compradora ha descansado en representación alguna hecha por la Vendedora en tal sentido. La Compradora renuncia al saneamiento por vicios ocultos y asume la responsabilidad por el manejo y limpieza de cualesquiera condiciones que existan en el inmueble y su subsuelo a esta fecha. La renuncia que aquí se hace no tiene la intención de relevar al dueño anterior de la propiedad, PPG Industries, Inc., de cumplir con cualquier obligación que le imponga la legislación ambiental federal o estatal en relación con el inmueble objeto de esta compraventa. -----

--CINCO: La Compradora es dueña en pleno dominio de una finca cuya descripción es la siguiente: -----

--RUSTICA: Parcela de terreno ubicada en el Barrio Playa del término municipal de Guayanilla, con un área de 25,686.999 metros cuadrados. En lindes por el Norte, con la carretera estatal número 127 y una parcela dedicada a uso público para la expansión de la carretera estatal número 127; por el Sur, con terrenos de la Autoridad de los Puertos de Puerto Rico; por el Este, con la carretera estatal número 127; y por el Oeste, con terrenos de la Autoridad de los Puertos de Puerto Rico y con terrenos de PPG Industries, Inc."-----

--Inscrita al folio 137 del tomo 139 de Guayanilla de Sección II de Ponce, finca número 5,474.-----



Folio número ciento cincuenta y uno (151)

6--SEIS: AGRUPACION: Dueña ya la Compradora de la parcela segregada descrita en el expositivo segundo de esta escritura, en cumplimiento, también, de la resolución emitida el nueve (9) de julio de mil novecientos noventa y tres (1993) en el caso número Noventa y Tres guión sesenta y uno guión C guión cero cero nueve guión PPLS, (93-61-C-009-PPLS) por la Administración de Reglamentos y Permisos, la Compradora agrupa el predio de terreno segregado en el expositivo segundo anterior a la finca de su propiedad descrita en el párrafo inmediatamente anterior por ser las mismas colindantes entre sí.-----

-----Luego de efectuada la agrupación, la finca propiedad de la compareciente de la segunda parte tiene la siguiente descripción: -----

--"RUSTICA: Parcela de terreno ubicada en el Barrio Playa del término municipal de Guayanilla, con un área de 27,464.734 metros cuadrados. En lindes por el Norte, con la carretera estatal número 127 y una parcela dedicada a uso público para la expansión de la carretera estatal número 127; por el Sur, con terrenos de la Autoridad de los Puertos de Puerto Rico; por el Este, con la carretera estatal número 127; y por el Oeste, con terrenos de la Autoridad de los Puertos de Puerto Rico." -----

--SIETE: PRESTACION DE SERVICIOS: La Vendedora se obliga a prestar todos los servicios necesarios para remover del predio vendido el tanque de acero numerado mil veintiuno (1021) con una capacidad de diez mil (10,000) barriles que ubica en el mismo y trasladarlo e instalarlo en otros terrenos de su propiedad.-----

--OCHO: PAGO POR LOS SERVICIOS PRESTADOS: La Compradora se obliga a pagar a la Vendedora la suma de CUARENTA MIL DOLARES (\$40,000.00) por los servicios de remoción, traslado e instalación del tanque de acero denominado mil veintiuno (1021). Dicha suma será pagada en la siguiente forma: VEINTE MIL DOLARES (\$20,000.00) en la fecha de este otorgamiento y VEINTE MIL DOLARES (\$20,000.00) al finalizarse la instalación del



Folio número ciento cincuenta y dos (152)

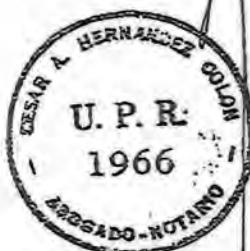
7 tanque. La Vendedora notificará a la Compradora de la terminación de la instalación del tanque por escrito y la Compradora deberá efectuar el pago la la suma final dentro de los diez (10) días siguientes a dicha notificación. De no efectuarse el pago dentro de ese término, la suma adeudada devengará intereses moratorios a razón del DIEZ PORCIENTO (10%) anual hasta su total pago y solvento. ---

--NUEVE: Los gastos relacionados con el otorgamiento esta escritura y los de su copia certificada e inscripción en el Registro de la Propiedad serán de cargo de la Compradora.-----

--Leída que fue la presente escritura por los otorgantes en uso del derecho que les advertí tenían, la encuentran conforme, la aceptan, y en ella se ratifican y la firman ante mí y conmigo, el Notario, estampando sus iniciales en todos los folios de esta escritura y firmando el último, sin solicitar la intervención de testigos, de cuyo derecho les advertí, habiéndose observado todos los requisitos y formalidades aplicables a este acto. -----

--Yo el Notario, en cumplimiento de lo dispuesto en la Ley les hice las advertencias legales pertinentes al presente otorgamiento. -----

De todo lo contenido y expresado en este instrumento público que firmo, signo y rubrico, Yo, el Notario, DOY FE.



A large, handwritten signature in ink, appearing to be "J. Hernandez, Cesar A. Hernandez Colon, Vidal". Below this, there are several other smaller, illegible signatures and initials.

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su día y lugar
otorgamiento,
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solicitud de
etteroads Asphalt
orporation, DOY,

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NOTARIO PUBLICO

-----NUMBER FIFTEENTH-----

-----DEED OF SEGREGATION PURCHASE AND SALE-----
-----AND CONSTITUTION OF EASEMENT-----

---In the Municipality of San Juan, Commonwealth
of Puerto Rico, this ninth (9th) day of August,
nineteen hundred eighty-three (1983). -----

-----BEFORE ME-----

---ARMANDO LASA FERRER, Attorney-at-Law and Notary
Public in and for the Commonwealth of Puerto Rico,
with offices in San Juan, Puerto Rico and resi-
dence in Guaynabo, Puerto Rico. -----

-----APPEAR-----

---OF THE FIRST PART: PPG INDUSTRIES, INC., a
corporation organized and existing under the laws
of the State of Pennsylvania, authorized to do
business and with principal place of business in
Puerto Rico in the Municipality of San Juan,
Puerto Rico (hereinafter "PPG"), represented by
its Vice President, Robert E. Widing, who is of
legal age, married, executive and resident of
Pittsburgh, Pennsylvania, temporarily in San Juan,
Puerto Rico who will present evidence of his au-
thority for this act wherever and whenever re-
quired. -----

---OF THE SECOND PART: BETTERROADS ASPHALT CORPO-
RATION, a corporation organized and existing under
the laws of Puerto Rico, with principal place of
business in the Municipality of San Juan, Puerto
Rico (hereinafter "Betterroads"), represented by
its President, Arturo Diaz, who is of legal age,
married, executive and resident of San Juan,
Puerto Rico, who will present evidence of his au-
thority for this act wherever and whenever re-
quired. -----



---I, the Notary, do hereby certify that I personally know the persons appearing herein and I further certify through their statements as to their age, civil status, profession and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this deed, wherefore, they freely and of their own will and accord -----

-----STATE-----

---FIRST: Title. PPG is the owner in fee simple (pleno dominio) of a parcel of land more fully described as follows (hereinafter the "Property"):

-----"SITE I: RUSTICA: Parcela de terreno ubicada en los barrios Magas y Playa del término municipal de Guayanilla y en el Barrio Tallaboa Poniente del término municipal de Peñuelas, con un área total de 179.6884 cuerdas, equivalentes a 706,246.1025 metros cuadrados, en lindes por el Norte, con la carretera estatal número dos; por el Sur, con la antigua carretera estatal número dos, la zona marítima de la Bahía de Guayanilla, Mario Mercado e Hijos y la Autoridad de Puertos de Puerto Rico; por el Este, con Mario Mercado e Hijos y la antigua carretera número dos y por el Oeste, con la antigua carretera número dos y la Compañía de Fomento Industrial de Puerto Rico." -
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-----That portion of the Property located in the Municipality of Guayanilla is described as follows: -----

-----"Parcela de terreno radicada en los barrios Magas y Playa del término municipal de Guayanilla, con un área total de 177.0909 cuerdas, equivalentes a 696,037.0125 metros cuadrados, en lindes por el Norte, con la nueva carretera estatal número dos; por el Sur, con la antigua carretera estatal número dos, zona marítima de la Bahía de Guayanilla, Mario Mercado e Hijos y la Autoridad de Puertos de Puerto Rico; por el Este, con Mario Mercado e Hijos, antigua carretera estatal número dos y porción de esta finca que radica en el barrio de Peñuelas y por el Oeste, con la antigua carretera estatal número dos y Compañía de Fomento Industrial de Puerto Rico." -----

-----That portion of the Property located in the Municipality of Peñuelas is described as follows:

-----"Parcela de terreno en el término municipal de Peñuelas, barrio Tallaboa Poniente, término municipal de Peñuelas, con un área de 2.5975 cuerdas, equivalentes a 10,209.09 metros cuadrados, según mensura practicada por la Compañía de Fo-



mento Industrial de Puerto Rico, en lindes por el Norte, con la nueva carretera estatal número dos; por el Sur, con terrenos de la Commonwealth Oil Refining Company; por el Este, con la Commonwealth Oil Refining Company y por el Oeste, con la Compañía de Fomento Industrial de Puerto Rico y porción de esta finca que radica en el municipio de Guayanilla." -----

-----The Property is recorded at folio one (1), volume one hundred thirteen (113) of Guayanilla, Registry of Property of Puerto Rico, Second Section of Ponce, parcel number three thousand eight hundred forty-seven (3,847). -----

---SECOND: Liens and Encumbrances. PPG warrants and represents that the Property is free and clear of all liens and encumbrances, except those mentioned in this deed, and that it is the dominant tenement of the easement listed below: -----

-----One. By its origin, to the following recorded encumbrances: -----

-----a. Easement in favor of the Puerto Rico Electric Power Authority, recorded at folio forty-three (43), volume seventy-five (75) of Guayanilla, parcel number seven hundred forty-one (741), tenth inscription; -----

-----b. Easement in favor of Air Products and Chemicals, Inc. of Puerto Rico, recorded at folio one hundred thirteen (113), volume ninety-two (92) of Peñuelas, parcel number three thousand fifty-eight (3,058); -----

-----c. Easement in favor of parcel number three thousand eight hundred seventy-seven (3,877), recorded at folio four (4) overleaf, volume one hundred thirteen (113) of Guayanilla, parcel number three thousand eight hundred forty-seven (3,847), second inscription; -----

-----d. Easement in favor of parcel number three thousand eight hundred seventy-seven (3,877),



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recorded at folio eight (8), volume one hundred thirteen (113) of Guayanilla, parcel number three thousand eight hundred forty-seven (3,847), third inscription. -----

-----Two. The Easements. The Property is subject as servient tenement to an undetermined number of unrecorded easements (hereinafter the Easements) in favor of certain entities and/or parcels as dominant tenements (all such entities and/or parcels are hereinafter jointly referred to as the Dominant Tenements), some of which affect and run through Parcel B (as hereinafter defined). -----

-----Three. Pipelines Easement. The Property is the dominant tenement with respect to an easement constituted in favor of the Property and over and affecting parcel number three thousand nine hundred six (3,906) (hereinafter the Servient Tenement), constituted pursuant to deed number fifty (50) executed on December twenty-three (23), nineteen hundred seventy-six (1976) before Notary Public Antonio Escudero Viera (hereinafter the Pipelines Easement), recorded at folio nine (9), Volume one hundred thirteen (113) of Guayanilla, parcel number three thousand eight hundred forty-seven (3,847), fourth inscription. -----

---THIRD: Representations and Warranties of PPG.

PPG represents, warrants and agrees that: -----

-----One. It has good and marketable fee simple (pleno dominio) title to the Property. -----

-----Two. That neither Parcel A (as hereinafter defined) nor the Remnant of the Property (as hereinafter defined) are in any way or manner benefited by the Pipelines Easement. -----

-----SEGREGATION-----

---FOURTH: Parcel A. Pursuant to and in compli-

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ance with the Resolution dated May nineteen (19), nineteen hundred eighty-three (1983) issued by the Administration of Regulations and Permits of the Commonwealth of Puerto Rico, Case Number eight two dash six one dash B dash three six six PPL (82-61-B-366 PPL), PPG segregates the following parcel of land to be dedicated to public use and the expansion of state road number one hundred twenty-seven (127) (hereinafter "Parcel A"). -----

-----"RUSTICA: Parcela de terreno ubicada en el Barrio Playa del término Municipal de Guayanilla, con un área de 704.686 metros cuadrados. En lindes, por el Norte, con la carretera estatal número 127; por el Sur, con terrenos de Betteroads Asphalt Corporation; por el Este, con la carretera estatal número 127; y, por el Oeste, con terrenos de la Autoridad de los Puertos de Puerto Rico." -

-----For purpose of the Registry of Property, Parcel A is appraised at FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500). -----

-----After the segregation of Parcel A, the Property is described as follows: -----

-----"SITE I: RUSTICA: Parcela de terreno ubicada en los barrios Magas y Playa del término municipal de Guayanilla y en el Barrio Tallaboa Poniente del término municipal de Peñuelas, con un área de 705,541.4165 metros cuadrados. En lindes por el Norte, con la carretera estatal número dos; por el Sur, con la antigua carretera estatal número dos, la zona marítima de la Bahía de Guayanilla, con terrenos de Mario Mercado e Hijos y terrenos de la Autoridad de Puertos de Puerto Rico; por el Este, con terrenos de Mario Mercado e Hijos y la antigua carretera número dos y por el Oeste, con la antigua carretera número dos y terrenos de la Compañía de Fomento Industrial de Puerto Rico." -----

-----That portion of the Property located in the Municipality of Guayanilla is described as follows: -----

-----"Parcela de terreno radicada en los barrios Magas y Playa del término municipal de Guayanilla, con un área de 695,332.3265 metros cuadrados. En lindes por el Norte, con la nueva carretera estatal número dos; por el Sur, con la antigua carretera estatal número dos, zona marítima de la Bahía de Guayanilla, terrenos de Mario Mercado e Hijos y terrenos de la Autoridad de Puertos de Puerto Rico; por el Este, con terrenos de Mario Mercado e Hijos, antigua carretera estatal número dos y por-

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ción de esta finca que radica en el barrio de Peñuelas; y por el Oeste, con la antigua carretera estatal número dos y terrenos de la Compañía de Fomento Industrial de Puerto Rico." -----

-----That portion of the Property located in the Municipality of Peñuelas is described as follows:

-----"Parcela de terreno en el término municipal de Peñuelas, barrio Tallaboa Poniente, término municipal de Peñuelas, con un área de 10,209.09 metros cuadrados. En lindes por el Norte, con la nueva carretera estatal número dos; por el Sur, con terrenos de la Commonwealth Oil Refining Company; por el Este, con terrenos de la Commonwealth Oil Refining Company; y por el Oeste, con terrenos de la Compañía de Fomento Industrial de Puerto Rico y la porción de esta finca que radica en el municipio de Guayanilla." -----

---FIFTH: Parcel B. For the purpose of selling it to Betteroads, PPG hereby segregates from the Property the following parcel of land (hereinafter Parcel B): -----

-----"RUSTICA: Parcela de terreno ubicada en el Barrio Playa del término Municipal de Guayanilla, con un área de 25,686.999 metros cuadrados. En lindes, por el Norte, con la carretera estatal número 127 y una parcela dedicada a uso público para la expansión de la carretera estatal número 127; por el Sur, con terrenos de la Autoridad de los Puertos de Puerto Rico; por el Este, con la carretera estatal número 127; y por el Oeste, con terrenos de la Autoridad de los Puertos de Puerto Rico y con terrenos de PPG Industries, Inc." -----

-----The segregation of Parcel B was approved by the Resolution. -----

-----After the segregation of Parcel B, the remnant of the Property (herein referred to as the Remnant of the Property) is described as follows:

-----"SITE I: RUSTICA: Parcela de terreno ubicada en los barrios Magas y Playa del término municipal de Guayanilla y en el Barrio Tallaboa Poniente del término municipal de Peñuelas, con un área total de 679,854.4175 metros cuadrados. En lindes por el Norte, con la carretera estatal número dos; por el Sur, con la carretera estatal número dos, la zona marítima de la Bahía de Guayanilla, terrenos de Mario Mercado e Hijos y terrenos de la Autoridad de Puertos de Puerto Rico; por el Este, con terrenos de Mario Mercado e Hijos y la antigua carretera número dos; y por el Oeste, con la antigua carretera número dos y terrenos de la Compañía de Fomento Industrial de Puerto Rico. Una porción de esta Parcela colinda por el Norte, Sur y Este, con la parcela segregada propiedad de Betteroads Asphalt Corporation; y por el Oeste, con terrenos de la Autoridad de los Puertos." ---



-----That portion of the Property located in the Municipality of Guayanilla is described as follows: -----

-----"Parcela de terreno radicada en los barrios Magas y Playa del término municipal de Guayanilla, con un área total de 669,645.3275 metros cuadrados. En lindes por el Norte, con la nueva carretera estatal número dos; por el Sur, con la antigua carretera estatal número dos, zona marítima de la Bahía de Guayanilla, terrenos de Mario Mercado e Hijos y terrenos de la Autoridad de Puertos de Puerto Rico; por el Este, con terrenos de Mario Mercado e Hijos, antigua carretera estatal número dos y la porción de esta finca que radica en el barrio de Peñuelas; y por el Oeste, con la antigua carretera estatal número dos y terrenos de la Compañía de Fomento Industrial de Puerto Rico." -----

-----That portion of the Property located in the Municipality of Peñuelas is described as follows:

-----"Parcela de terreno en el término municipal de Peñuelas, barrio Tallaboa Poniente, término municipal de Peñuelas, con un área de 10,209.09 metros cuadrados. En lindes por el Norte, con la nueva carretera estatal número dos; por el Sur, con terrenos de la Commonwealth Oil Refining Company; por el Este, con terrenos de la Commonwealth Oil Refining Company; y por el Oeste, con terrenos de la Compañía de Fomento Industrial de Puerto Rico y la porción de esta finca que radica en el municipio de Guayanilla." -----

-----PURCHASE AND SALE-----

---SIXTH: Sale. PPG hereby sells to Betteroads and Betteroads hereby purchases from PPG, Parcel B, together with all its rights, servitudes, easements, including the Pipelines Easement, appurtenances and structures located thereto, but subject to all existing rights, right-of-ways, easements, including the Easements, licenses, restrictions, covenants and other exceptions or encumbrances as to title existing or located on any portion of or in any way affecting Parcel B, whether or not recorded, under the following -----

-----TERMS AND CONDITIONS-----

-----One. The purchase price for Parcel B is ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) which is paid by Betteroads to PPG as follows: --



-----(a) The amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) which was paid by Betteroads to PPG prior to this execution, receipt of which is hereby acknowledged by PPG. -----

-----(b) A promissory note payable to bearer in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), which is delivered by Betteroads to PPG in this act. -----

-----Two. The sale of Parcel B and of any appurtenances and structures thereto, is on an "as is, where is" basis and PPG makes no warranties, expressed or implied, as to the condition, suitability or fitness for a particular use of Parcel B or of any appurtenances or structures located thereon. All appurtenances or structures located on Parcel B are hereinafter jointly referred to as the Tanks. -----

-----Three. PPG hereby represents and Betteroads hereby acknowledges and agrees that the Tanks hereby conveyed are not necessarily in a good state of repair and, in fact, may have during usage at some time in the past leaked storage material, some of which may be hazardous materials, into and onto Parcel B and the ground under said Tanks. -----

-----Four. Betteroads represents and agrees that it understands the legal requirements, risks and costs involved with managing such leaked materials associated with prior use by PPG of the Tanks and Betteroads, for itself, its successors and assigns, hereby releases PPG, its successors and assigns, from, and assumes all legal obligations, risks and costs in connection with, such leaked materials and further agrees to defend, indemnify and hold PPG harmless from and against any and all liabili-

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ties, claims, losses, causes of action, suits or demands, whether or not based on negligence, for damages, personal injury, property damage, or any other type of relief as may be sought by any party which may be asserted against PPG, its successors or assigns, on account of any such leaked materials.

-----Five. Betterroads, by itself, its successors and assigns, hereby agrees to, at all times, acknowledge and respect the rights of others with respect to the Easements, to comply with and abide by any written agreement, oral understanding or customary usage of said Easements, to, upon request by the Dominant Tenements, cooperate, and execute all such documents as may be necessary to record in the Registry of Property the Easements over and affecting Parcel B, and further, to defend, indemnify and hold PPG harmless from and against any and all liabilities, claims, losses, causes of action, suits and demands with respect to any party or entity claiming any right to said easements.

-----Six. Betterroads acknowledges and agrees to have been appraised by PPG and to have made its own study, with respect to the existence, location, purpose and extent of the Easements, among them, that in favor of Commonwealth Oil Refining Company and/or to any of the parcels property of said corporate entity, that of Union Carbide Caribe, Inc. and/or any of the parcels property of said corporate entity and that in favor of the Puerto Rico Electric Power Authority and/or any of the parcels property of said entity, as well as to any other not specifically mentioned herein. -----

-----Seven. Betterroads knowingly and expressly

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renounces and waives any and all rights with respect or related to hidden or latent defects with respect or related to Parcel B and the Tanks and hereby releases PPG from any and all obligations that in law or in equity PPG could have with respect or related to any and all such hidden or latent defects. PPG acknowledges and assumes the obligations with respect to warranty of title imposed upon a vendor of immovable property by Article one thousand three hundred sixty-four (1364) of the Civil Code of Puerto Rico, but no other. -

-----Eight. Betteroads acknowledges to have been appraised by PPG and to have made its own study with respect to the location, extent and purpose of the Pipelines Easement, and agrees that the Pipelines Easement was constituted in favor of the Property but for the purpose of providing for the continuance of some pipelines running across Parcel B and across other parcels adjacent to Parcel B, and for the benefit of the Dominant Tenements. Betteroads, by itself, it successors and assigns, hereby agrees not to cancel of record the Pipelines Easement, to, at all times, acknowledge and respect the rights of the Dominant Tenements with respect to the Pipelines Easement and to comply with an abide by any oral or written agreement or understanding or customary usage of the Pipelines Easement, and further, to defend, indemnify and hold PPG harmless from an against any and all liabilities, claims, losses, causes of action, suits and demands with respect to any party or entity claiming any rights to the Pipelines Easement. --

-----CONSTITUTION OF EASEMENTS-----

---SEVENTH: Right-of-Way over Parcel A. As owner of both Parcel A and the Property, PPG hereby con-

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stitutes a right-of-way easement in favor and for the benefit of the Property as dominant tenement and over and affecting Parcel A as servient tenement, upon the terms and conditions contained in paragraph NINTH of this deed. The easement constituted pursuant to this paragraph SEVENTH shall consist of a strip of land six (6) meters wide and approximately five (5) meters long, running from the Northern boundary of Parcel A, which bounds with State Road Number one hundred twenty-seven (127), and along the farthermost Northwestern boundary of Parcel A and up to the Western boundary of Parcel A, which bounds with the Northern boundary of Parcel B. -----

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---EIGHTH: Right-of-Way over Parcel B. As consideration for the sale consummated herein, Betteroads hereby constitutes a right-of-way easement in favor of the Property as dominant tenement and over and affecting Parcel B as servient tenement, upon the terms and conditions contained in paragraph NINTH of this deed. The easement constituted pursuant to this paragraph EIGHTH shall consist of a strip of land six (6) meters wide and approximately one hundred (100) meters long running from the Northern boundary of Parcel B, which bounds with Parcel A, and along the farthermost Northwestern boundary of Parcel B and up to the Western boundary of Parcel B, which bounds with a parcel property of the Puerto Rico Ports Authority. -----

---NINTH: The right-of-ways constituted pursuant to paragraphs SEVENTH and EIGHTH are appraised, for purposes of the Registry of Property, at ONE THOUSAND DOLLARS (\$1,000.00) each, and are both constituted upon the following terms and condi-



tions: -----

-----One. The Right-of-Ways shall be perpetual, gratuitous and exclusive. -----

-----Two. The Right-of-Ways shall be for the benefit of the Property, it being understood and agreed that any present or future owner of the Property (hereinafter the "Owner") shall have the gratuitous and undisturbed use and enjoyment of the Right-of-Ways. -----

-----Three. The Owner may, as its sole discretion, allow and permit its agents, invitees and any other person or entity to use and enjoy the Right-of-Ways. -----

-----Four. The Owner may use and enjoy the Right-of-Ways for such purposes as the Owner may, in its sole discretion, deem proper or advisable. -----

-----Five. The Owner shall have the right, at its sole discretion, to construct on the Right-of-Ways such roadways of such materials as the Owner shall, at its sole discretion, deem proper or advisable.

-----Six. The Owner shall take such action as may be necessary to cancel of record the right of way easement constituted herein over Parcel B in the event that the Owner should sell to Betteroads that portion of the Property comprised of approximately ONE THOUSAND SEVEN HUNDRED SEVENTY SEVEN (1,777) square meters which makes necessary the constitution of such right of way. -----

---TENTH: Right to Possession. This deed shall entitle Betteroads to enter into possession of Parcel B and the Tanks and PPG as Owner, of the Right-of-Ways, without any additional formality or request. -----

---ELEVENTH: Expenses of Deed. The notarial fee, the internal revenue stamps required for the

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original and certified copies and registry fees for its recordation in the Registry of Property shall be for the account of Betteroads. -----

---TWELFTH: Apportionment of Real Property Taxes.

All property taxes on Parcel B and the Tanks up to and including the date of this execution shall be for the account of PPG and thereafter, for the account of Betteroads. -----

---THIRTEENTH: Entire Agreement. The contents of this deed constitutes the entire agreement between PPG and Betteroads with respect to the sale of Parcel B and the Tanks and the Constitution of the Right-of-Ways. Neither PPG, nor Betteroads shall be bound by any other terms, conditions, covenants, statements or representations, oral or written, expressed or implied, not herein contained. -----

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---FOURTEENTH: Request to the Registrar. The Honorable Registrar of Property is apprised that, as stated in paragraph SIXTH, the conveyance of Parcel B herein consummated includes any and all rights of PPG, subject to the rights of the Dominant Tenements, over the Pipelines Easement, as defined in paragraph SECOND, subparagraph Four, and that the parties to this deed jointly request that, upon recordation of Parcel B in favor of Betteroads, the Honorable Registrar of Property record and make mention of the conveyance of the Pipelines Easement herein consummated. -----

---FIFTEENTH: The Honorable Registry of Property is further apprised that, as stated in paragraph THIRD, subparagraph Two, neither Parcel A nor the Remnant of the Property are in any way benefited by the Pipelines Easement, as defined in paragraph SECOND, subparagraph Four, and that PPG request



-14- CIENTO CUATRO (104)

that, upon recordation of Parcel A and the Remnant of the Property, the Honorable Registrar of Property do not record the Pipelines Easement but rather, make specific mention of the conveyance of the Pipelines Easement consummated herein. -----

-----ACCEPTANCE, WARNINGS AND EXECUTION-----

---The appearing parties fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions. The appearing parties to this deed accept the same as drafted and I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. -----

---I, the Notary, hereby certify that this deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they waived; that I advised them of the legal effect of this deed; that they acknowledged that they understood the contents of this deed and such legal effect; and that thereupon they signed this deed before me and affixed their initials to each and every page hereof. -----

---I, the Notary, do hereby certify as to everything stated or contained in this instrument. I ATTEST AND GIVE FAITH. -----



Robert S. King

Certified

CGMIA

AD

AR Receipts Audit List

Month: 05/19 BatchId: 130

Miscellaneous Cash Receipt

		Seq Trans	Type	Date	Check #	Check Date	Check Amt	Bank Deposit #	
Add	New	1 New	Misc Cash	05/16/19	ID-1078	05/16/19	771.53	35 CR1905014	
	Line	Ln Type	Description	GL Acct	Amount	Tax Code	Tax Amt	Tax Basis	
Add	New	1	Other	EMULSION-AUTHENTIC ASPHALT	471501.15.	786.07	382	81.07	705.00
	Line	Ln Type	Description	GL Acct	Amount	Tax Code	Tax Amt	Tax Basis	
Add	New	2	Other	BANKCARD CHARGE FEE - AUTHI	730020.70.	-14.54		0.00	0.00
	Seq Trans		Type	Date	Check #	Check Date	Check Amt	Bank Deposit #	
Add	New	2 New	Misc Cash	05/08/19	MC	05/08/19	1,395.33	35 CR1905014	
	Line	Ln Type	Description	GL Acct	Amount	Tax Code	Tax Amt	Tax Basis	
Add	New	1	Other	EMULSION-TERRALOGISTIC	471501.15.	1,421.63	382	146.63	1,275.00
	Line	Ln Type	Description	GL Acct	Amount	Tax Code	Tax Amt	Tax Basis	
Add	New	2	Other	BANKCARD FEE - TERRALOGISTI	730020.70.	-26.30		0.00	0.00
Batch Totals				2,166.86	0.00	0.00	227.70	0.00	0.00

AR Receipts Audit List

Month: 05/19 BatchId: 131

Miscellaneous Cash Receipt

Seq Trans			Type	Date	Check #	Check Date	Check Amt	Bank	Deposit #		
Add	New	1 New	Misc Cash	05/20/19	ATH	05/20/19	141.49	35	CR1905015		
Line	Ln	Type	Description	GL Acct		Amount	Tax Code	Tax Amt	Tax Basis		
Add	New	1	Other	EMULSION-LB CONSTRUCTION	471501.15.	141.49	382	14.59	126.90		
Batch Totals						141.49	0.00	0.00	14.59	0.00	0.00